

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
HONOLULU, HAWAII

Legal Ad Date: May 1, 1997

INVITATION FOR BIDS

NO. IFB-97-209-K

SEALED BIDS

FOR

FURNISHING AND DELIVERING

LAWN MOWER WITH THREE BLADE 72" FRONT MOUNTED ROTARY

FOR

DIVISION OF STATE PARKS - KAUAI

DEPARTMENT OF LAND AND NATURAL RESOURCES

will be received up to and opened at 2:00 p.m.

on

May 20, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl  
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms.  
Fran Villarmia at telephone (808) 586-0563, facsimile (808) 586-0570.

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ROBERT J. GOVERNS, CPPB  
Procurement Officer

IFB-97-209-K

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Name of Company

LAWN MOWER WITH THREE BLADE 72" FRONT MOUNTED ROTARY  
FOR  
DIVISION OF STATE PARKS, KAUAI  
IFB-97-209-K

Procurement Officer  
State Procurement Office  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_

Respectfully submitted,

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Exact Legal Name of Offeror

Payment address, if other than  
street address at right:

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_

\_\_\_\_\_  
Title

Hawaii General Excise Tax Lic.  
I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
Street Address

Social Sec. or Federal I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: \_\_\_ Individual \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Joint  
Venture

State of incorporation: Hawaii \_\_\_\_\_ \*Other \_\_\_\_\_

\*If "other", is corporate seal available in Hawaii? \_\_\_ Yes \_\_\_ No

The following bid is hereby submitted:

One (1) only **LAWN MOWER** with 72" Front Mounted, rotary mower  
with four (4) post "rops" and canopy as specified herein:

Make\_\_\_\_\_

Model No.\_\_\_\_\_

Year of Production\_\_\_\_\_

Total Bid Price:..... \$\_\_\_\_\_

Service and Repair Facility on the Island of Kauai:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Contact \_\_\_\_\_

Offeror\_\_\_\_\_

## GENERAL SPECIFICATIONS

In addition to Detailed Specifications listed herein, the following requirements shall form a part of these specifications:

- a. All equipment offered shall include any other standard features not listed herein but detailed in manufacturer's brochures and deemed necessary for the proper and safe operation of equipment.
- b. **Two (2) years or the manufacturer's standard warranty, whichever is longer.** Warranty documents shall be included.
- c. Contractor shall provide **two (2) copies** of the owner-operator manual and service/repair manual.
- d. Upon delivery, Contractor shall schedule, at the request of the receiving agency, a training and/or maintenance program to demonstrate the proper and safe operation of equipment. This service shall be provided at no additional cost to the State.
- e. All equipment offered shall meet ANSI and OSHA safety requirements and any other Federal and State safety requirements. If applicable and when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.
- f. Equipment shall be completely assembled, serviced, and in full operational condition upon delivery.

## DETAILED SPECIFICATIONS

### RIDING MOWER, 72" MOUNTED, ROTARY W/FOUR POST ROPS AND CANOPY

- |                            |   |  |
|----------------------------|---|--|
| 1. Model                   | - | latest production model, new and undemonstrated  |
| 2. Engine                  | - | 3 cylinder, 4 cycle, overhead valve  |
|                            | - | diesel powered, water cooled with heavy duty air filter and centrifugal waterpump  |
|                            | - | horsepower: 25 minimum at rated rpm  |
| 3. Radiator                | - | Heavy duty for the model   |
| 4. Transmission            | - | Hydrostatic in-line transmission that provides instant forward/reverse motion with a single or dual foot operated traction pedal |
| 5. Wheelbase               | - | 49 inches  |
| 6. Brakes                  | - | drum type wheel brakes, hydraulically operated   |
|                            | - | parking brakes on front traction wheels, mechanically operated   |
| 7. Filters                 | - | Replaceable oil filter, fuel filter with water separator and drain valve on bottom to drain water                                |
|                            | - | Heavy duty remote mounted air cleaner  |
| 8. Speed                   | - | 0 to 9 mph minimum, infinitely variable  |
| 9. Ground Clearance        | - | 7.5 inches   |
| 10. Controls               | - | Foot operated traction pedal   |
|                            | - | hand operated throttle, PTO and hydraulic lift controls  |
| 11. PTO                    | - | furnished for mower operation  |
| 12. Gauges                 | - | Ammeter, hour meter, fuel gauge, temperature gauge, oil pressure warning light and buzzer, glow plug switch/indicator            |
| 13. Steering               | - | hydrostatic power steering with automotive type steering wheel   |
| 14. Tires,           Front | - | two (2) each; 23 x 10.5-12, tubeless type, 4-ply rating  |
|                            | - | Demountable drop center rims   |
| Rear                       | - | two (2) each; 16 x 6.5-8 or 18 x 7-8.5   |
|                            | - | - 8 tubeless rib tread, 4-ply rating   |

- |                          |  |
|--------------------------|--|
| 15. Electrical Features  | <ul style="list-style-type: none"> <li>- 12 volt with 550 amp., cold cranking</li> <li>- 35 amp. alternator</li> <li>- 40 amp. manual reset circuit breaker</li> <li>- PTP and traction interlock switches</li> <li>- 12 volt electrical fuel pump</li> <li>- Heavy duty 12 volt gear reduction starter</li> </ul>   |
| 16. Frame                | <ul style="list-style-type: none"> <li>- welded, formed steel, reinforced with square and rectangular tubing</li> </ul>  |
| 17. Seat                 | <ul style="list-style-type: none"> <li>- cushioned and adjustable suspension type operator's seat, deluxe type</li> </ul>  |
| 18. Storage Compartment  | <ul style="list-style-type: none"> <li>- Tool box with latch down cover located in fender</li> <li>- Operator manual storage tube furnished and attached to seat frame</li> </ul>  |
| 19. Implement Drive/Lift | <ul style="list-style-type: none"> <li>- 1-1/8" splined PTO shaft driven by a double "A" section, torque team V-belt</li> <li>- Lift cylinder to actuate T-bar of 2" square structural tubing with attaching chains to lift implement</li> <li>- Two (2) large torsion springs to counterbalance implement for greater stability and traction</li> </ul>                     |
| 20. Mower Unit           | <ul style="list-style-type: none"> <li>- front mounted, rotary type, three (3) blade, side discharge</li> </ul>  |
| 21. Trimming Ability     | <ul style="list-style-type: none"> <li>- Deck offset to right from centerline, 18 inches</li> <li>- 23 inches right side deck trim width from outside of standard traction tire</li> </ul>   |
| 22. Width of Cut         | <ul style="list-style-type: none"> <li>- 72 inches minimum</li> </ul>  |
| 23. Height of Cut        | <ul style="list-style-type: none"> <li>- No tool necessary for height of cut adjustment of 1.5" to 4.5" in 1/2 inch increments</li> </ul>  |
| 24. Blades               | <ul style="list-style-type: none"> <li>- three (3) each; 25" long, .25" thick, heat treated steel, high lift blades</li> </ul>   |
| 25. Cutter Drive         | <ul style="list-style-type: none"> <li>- Isolation mounted PTO driven gearbox with 1.26:1 spiral bevel gears "B" section belts to spindles</li> <li>- 1.25" diameter spindle shafts mounted in conical spindle housings, turning on two greaseable tapered roller bearings</li> <li>- Positive splined connection of pulleys to spindles for high torque capacity</li> </ul> |

- 26. Construction
  - 11 gauge steel deck, 6" deep with 2' step
  - Reinforced with 3-1/32" x 7 gauge channel iron
  - Three (3) 1-1/4" spindles mounted in conical housing
  - Three (3) computer designed 25" blades that provides a vacuum action for a smooth and even cut.
  - 18" trim offset to the right, brake assisted 0" uncut circle
  - No tool height of cut adjustment of 1" to 4" in 1/2" increments
- 27. Suspension and Caster Wheels
  - Two (2) front and rear caster tires, consisting of hard rubber and roller bearings
  - Deck rides entirely on caster wheels
  - Front tires: 10.25" x 3.25"
  - Rear tires: 6.25" x 3"
  - Deck counterbalanced by two torsion springs
- 28. Safety
  - Must meet all applicable Federal, State and County safety requirements
- 29. Warranty
  - Two (2) years
- 32. Other
  - Roll bar
  - 4-wheel drive

## **SPECIAL PROVISIONS**

### **SCOPE**

The furnishing and delivering of the equipment specified herein shall be subject to the Specifications, these Special Provisions and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii and at the DAGS District offices on Kauai.

### **BIDDER QUALIFICATION**

**Service Facility.** At the time of bidding, bidder shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the equipment offered. Such facility shall be located on Kauai.

If bidder does not have a facility on Kauai, he shall arrange with a company on the island to provide the State with repair services, and shall furnish the name and address of this facility in the space provided on the Offer Form. The State reserves the right to inspect bidder's repair and service shop to determine acceptability under this requirement. Failure on the part of the bidder to meet this requirement shall result in rejection of bid.

### **MULTIPLE OR ALTERNATE BIDS**

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

### **BID PREPARATION**

**Offer From, Page Of-1.** Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

**Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Hawaii General Excise Tax License.** In accordance with Section 3.1A of the General Terms and Conditions, bidder shall submit his current Hawaii General Excise Tax I.D. number in the space provided on OFFER FORM page OF-1.

**Tax Equalization Provision.** For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

**Tax Clearance.** An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date: 7/1/96  
IRS approval stamp date: 7/5/96  
Tax clearance valid: 7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

**Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.**

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

**Bid Price.** Bid price quoted herein shall be based on delivery to destination and shall include all other costs and applicable taxes. Bid shall also include, when applicable, costs for installation of accessories, modification of unit, and instructional training in use of equipment.

**Brochures and Specifications Literature.** Unless previously submitted to the State Procurement Office, bidder shall submit with the bid current brochures and/or specifications literature. Upon request, bidder shall furnish at his own expense and within three working days from date of State's request, any further information required to determine acceptability of equipment offered.

**Make, Model and Other Information.** Bidder must identify on the offer the exact brand or manufacturer name and model number, order number or other identifier of equipment offered. Failure to do so or the inclusion of remarks, such as "as specified" shall be sufficient ground for rejection of bid.

If additional space is needed to provide complete product identification, bidder may attach a separate sheet to the bid for that purpose. No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers. Failure to offer equipment as specified will result in rejection of bid.

#### **METHOD OF AWARD**

Award, if any, shall be made to the responsible bidder submitting the lowest Total Bid Price.

#### **CONTRACT EXECUTION**

For contract award totaling \$10,000 or more, the State shall forward a formal contract to the successful bidder for execution. The contract shall be executed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the General Terms and Conditions. No performance or payment bond shall be required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

#### **DELIVERY**

Equipment furnished under these specifications shall be delivered within 120 calendar days from date of Notice to Proceed to the following location:

Department of Land and Natural Resources  
Div. of State Parks, DOFAW Baseyard  
4398-D Pua Loke Street  
Lihue, HI 96766  
Attention: Mr. Wayne Souza  
Telephone: (808) 274-3446

Mr. Souza shall be contacted prior to delivery to coordinate delivery arrangements. Representatives of both Contractor and State shall be present at the delivery site for purposes of visual inspection and, if necessary, for instruction in use of equipment.

## **QUALITY OF EQUIPMENT**

Equipment furnished under these provisions and the attached specifications shall be new, undemonstrated and of the best quality of its respective kind and shall be completely assembled and free from defects which may render them unfit for use.

Equipment offered shall include any other standard features not listed herein but detailed in manufacturer's brochures or specifications literature and deemed necessary for the proper and safe operation of equipment.

No payment, whether partial or final, shall be construed to be an acceptance of defective work.

The State may, at any time, by written order, stop delivery of equipment not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract of any part thereof.

## **LIQUIDATED DAMAGES**

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TWENTY FIVE DOLLARS (\$25.00) for each and every day the Contractor delays in the completion of any item of his contract after the required date of said completion.

## **DELIVERY EXTENSION**

Contractor shall complete delivery within the time allowed by the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification of such delays prior to the delivery deadline. This notification shall be submitted to the Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

## **INVOICING**

Contractor shall submit original and three copies of the invoice to the following address:

DLNR, Division of State Parks  
1151 Punchbowl St., Rm. 130  
Honolulu, Hawaii 96813

Invoice should reference both the contract and the IFB number.

## **PAYMENT**

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

**PAYMENT** continued.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The tax clearance submitted with your invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

**WARRANTY**

Equipment furnished shall be fully guaranteed by the Contractor against defects resulting from the use of defective or inferior materials or from negligent workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is accepted and placed in service. Warranty documents shall be delivered with equipment and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

**ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS**

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, HAR.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.